

1 BILL NO. S-83-12-39

2 SPECIAL ORDINANCE NO. S-1279-83

3 AN ORDINANCE approving Hazelhurst
4 Sanitary Sewer Extension Agreement
5 between Vernon E. Werking and the
6 City of Fort Wayne, Indiana, in
7 connection with the Board of Public
8 Works.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Hazelhurst Sanitary Sewer Extension
12 Agreement between Vernon E. Werking and the City of Fort Wayne,
13 Indiana, in connection with the Board of Public Works, is hereby
14 ratified, and affirmed and approved in all respects. The work
15 under said Agreement requires:


16 This Agreement between Vernon E.
17 Werking and the City is for con-
18 struction of a sanitary sewer de-
19 scribed as follows:

20 SANITARY SEWER

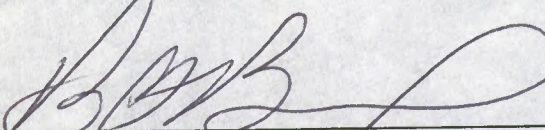
21 Beginning at an existing sewer man-
22 hole located at the intersection
23 of Highland Drive and Westward Lane
24 in Section 18, Township 30 North,
25 Range 12 East, Allen County, Indiana,
26 thence Westerly a distance of 255
27 feet to a point of terminus located
28 29 feet South and 3 feet East of the
29 Northeast corner of Lot #15 in Hazel-
30 hurst Addition;

31 no cost to the City is involved.

32 SECTION 2. Prior Approval was received from Council
with respect to this Agreement on December 6, 1983. Two (2)
copies of the Agreement attached hereto are on file with the City
Clerk, and are available for public inspection.

33 
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 
37 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scroggs,
seconded by Sten, and duly adopted, read the second time
by title and referred to the Committee City of Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-13-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scroggs,
seconded by Sten, and duly adopted, placed on its
passage. PASSED (~~LOSE~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>5</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCRUGGS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-27-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-279-83
on the 27th day of December, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. E. Borst
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 28th day of December, 1983, at the hour of
1:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 28th day of December
1983, at the hour of 4 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-229-4
11/30/83 H.I.

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 10th day of November 1983, by and between Vernon E. Werking, hereinafter referred to as "DEVELOPER" and the City of Fort Wayne, Indiana, an Indiana municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER has requested to construct a sanitary sewer described as follows:

SANITARY SEWER

Beginning at an existing sewer manhole located at the intersection of Highland Drive and Westward Lane in Section 18, Township 30 North, Range 12 East, Allen County, Indiana, thence Westerly a distance of 255 feet to a point of terminus located 29 feet South and 3 feet East of the Northeast corner of Lot #15 in Hazelhurst Addition.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, profiles and specifications heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as the Proposed Sanitary Sewer Plan-Profile for 4125 Hazelhurst Drive, which plans, profiles and specifications are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of said sewer is represented to be \$8,325.00 composed of \$7,000.00 for construction costs; \$1,000.00 for engineering services; \$ 250.00 for legal fees; and \$75.00 for City Inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, profiles and specifications, all approved by the CITY under private contract to let within sixty (60) days after required CITY approval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed permanently connected in the Sewer system of the CITY until all inspections are paid in full by the DEVELOPER and final acceptance is issued by the CITY. Upon completion, said Sewer shall become the property of the CITY and CITY shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the CITY, and all further maintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including the engineering and CITY inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the "DEVELOPER".

Lot # 15 in the Final Plat of Hazelhurst Addition, said subdivision located in Section 13, Township 30 North, Range 11 East, Allen County, Indiana together with the adjacent portion of the Vacated 25 foot Valley Drive as recorded on said Plat.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owner of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of \$ 700.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above and represents the oversizing cost expended by CITY for sewer lines in Resolution No 65-314-7, Recorded under 78-12126. It is understood that the DEVELOPER's acreage will be subject to said area connection fees immediately upon the execution of this document.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory 25% Guaranty Bond at the time of submittal of Completion Affidavit for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the City of Fort Wayne any further time by duly authorized ordinance the said real estate described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereinafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer. (I. C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

DEVELOPER:

Vernon E. Werking
Vernon E. Werking

CITY OF FORT WAYNE, INDIANA

BY: Winfield Moses, Jr.
Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY: Steven A. Bailey
Steven A. Bailey, Chairman

BY: Betty R. Collins
Betty R. Collins, Member

BY: Jack Wilson, Sr.
Jack Wilson, Sr., Member

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. [Signature]
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vernon E. Werking who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 28th day of November, 1983.

Mildred D. Hess
NOTARY PUBLIC
Resident of Allen County, Indiana

My Commission expires:

~~NOTARY PUBLIC STATE OF INDIANA~~
MY COMMISSION EXPIRES MAR 23 1984
ISSUED THRU INDIANA NOTARY ASSOC

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield Moses, Jr., Mayor, City of Fort Wayne, Indiana and Steven A. Bailey, Chairman, Board of Public Works, and Betty R. Collins and Jack Wilson, Sr., members, respectively of the Board of Public Works. and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 30th day of November, 1983.

Helma A. Morris
NOTARY PUBLIC Helma A. Morris
Resident of Allen County, Indiana

My Commission expires:

8/2/83

This instrument prepared by Kerry. D. Dickmeyer, LS

BILL NO. S-83-12-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving Hazelhurst Sanitary Sewer Extension Agreement between
Vernon E. Werking and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

PAUL M. BURNS

Victure Scruggs

Samuel J. Talarico

D Schmidt

Mark E. GiaQuinta

*Concurred
12-17-83*

TITLE OF ORDINANCE Hazelhurst Sanitary Sewer Extension Agreement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works 83-12-39

SYNOPSIS OF ORDINANCE This agreement between Vernon E. Werking & City is for construction of a sanitary sewer described as follows:

SANITARY SEWER

Beginning at an existing sewer manhole located at the intersection of Highland Drive and Westward Lane in Section 18, Township 30 North, Range 12 East, Alley County, Indiana, thence Westerly a distance of 255 feet to a point of terminus located 29 feet South and 3 feet East of the Northeast corner of Lot #15 in Hazelhurst Addition.

PRIOR APPROVAL RECEIVED 12/6/83

EFFECT OF PASSAGE Improved sanitary conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) At no cost to City.

ASSIGNED TO COMMITTEE